

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF KOREA
CONCERNING THE
KOREAN SEISMIC RESEARCH STATION
WONJU, REPUBLIC OF KOREA**

The Government of the United States of America and the Government of the Republic of Korea (hereinafter referred to as "the Parties");

Desiring to provide for joint use of the Korean Seismic Research Station (KSRS) at Wonju, Republic of Korea (hereinafter referred to as "the Station"), now operated by the United States, as well as the return of the Station from the Government of the United States to the Government of the Republic of Korea, in accordance with the Agreement under Article IV of the Mutual Defense Treaty between the Republic of Korea and the United States of America, regarding Facilities and Areas and the Status of United States Armed Forces in the Republic of Korea (hereinafter referred to as "the SOFA"), in support of national requirements and the International Monitoring System (IMS);

Further desiring to obtain recognition of each Party's contribution herein toward any amount it has been assessed or otherwise agreed to pay toward the development of the IMS;

Have agreed as follows:

**ARTICLE I
PURPOSE**

The purpose of this Agreement is to set forth procedures for the interim joint use and the ultimate return of the KSRS at Wonju, Republic of Korea. The Parties shall operate and maintain the Station pursuant to the terms of this Agreement. The Station consists of a Central Recording Building, 6 three-component long-period (LP) seismometers, 19 vertical short-period (SP) seismometers, one three-component broadband seismometer, associated intrasite communications including the aerial cable plant connecting each array site to the central recording building, and areas and facilities associated at Wonju with the seismic operation.

**ARTICLE II
EXECUTIVE AGENTS**

Each Party shall designate an Executive Agent which shall serve as a cooperating agency to implement this Agreement. For the Government of the United States, the Executive Agent shall be the United States Department of Defense, Air Force Technical Applications Center (hereinafter referred to as "AFTAC"). For the Government of the Republic of Korea, the Executive Agent shall be the Ministry of Science and Technology, Korea Institute of Geoscience and Mineral Resources (hereinafter referred to as "KIGAM").

ARTICLE III IMPLEMENTATION BY EXECUTIVE AGENTS

The Parties, through their Executive Agents, shall cooperate to implement this Agreement and shall, as appropriate, enter into detailed implementing arrangements (hereinafter referred to as "Implementing Arrangements") to accomplish the objectives of this Agreement. In case of any inconsistency between this Agreement and the Implementing Arrangements, the provisions of this Agreement shall prevail.

ARTICLE IV JOINT SCIENTIFIC COMMISSION

1. The Executive Agents shall establish a Joint Scientific Commission (hereinafter referred to as "the JSC"), to assist in implementing this Agreement. The JSC shall consist of eight (8) members with each Executive Agent providing four (4) members.

The JSC shall:

a. Make recommendations regarding the installation by either Party of any new equipment at the Station to the Executive Agents for approval.

b. Address technical issues that cannot be resolved by personnel at the Station or that might otherwise arise on a periodic basis.

c. Review and recommend to the Executive Agents changes to agreed operational and maintenance procedures at the Station.

d. Prepare and recommend to the Executive Agents necessary measures to exercise and implement the technical terms and conditions of this Agreement.

2. The Executive Agents retain responsibility for, and oversight of, the JSC. Any changes in the composition and procedures of the JSC shall be mutually agreed in writing.

ARTICLE V JOINT USE AND RETURN OF STATION

1. Upon completion of necessary action to convert the Station from United States - exclusive use to United States - Republic of Korea joint use in accordance with Appendix I of this Agreement, the Station shall enter into a joint-use transition period (hereinafter referred to as a "joint-use period") of no more than five years, during which time the Executive Agents shall jointly operate the Station in accordance with the administrative procedures set forth in Appendix I. During this joint-use period, the AFTAC complement shall be reduced to a liaison team. The timing for the reduction to a liaison team shall be dependent upon the assignment of trained KIGAM personnel to the Station. The liaison team shall remain in place through the end of the joint-use period and may continue in place for as long as U.S.-owned or U.S.-provided equipment remains at the Station. Following the end of the joint use period, should the Executive Agents agree to terminate the AFTAC liaison team, such agreement shall be documented in the official minutes of the JSC meeting recommending such action. AFTAC personnel shall have unrestricted access to the Station through the joint-use period and, following the

joint-use period, for as long as a liaison team and/or U.S.-owned or -provided equipment remains in place.

2. At the expiration of the joint-use period, the Station should be returned to the Government of the Republic of Korea for its continued operation in accordance with this Agreement and the provisions contained in Appendix II. The United States Armed Forces in the Republic of Korea (hereinafter referred to as the "USFK") shall retain a grant of use for the Armed Forces Korea network transmission tower, located on Wonju Air Station, within the boundaries of USFK Camp Long, and a right of access thereto. Both the joint use of the Station and its return shall be in accordance with the SOFA and U.S.-ROK SOFA Joint Committee consultative procedures. The Parties agree that a joint environmental survey shall be executed in accordance with the SOFA and applicable environmental information exchange and access procedures prior to the transfer of land and facilities for the joint use of the Station, and that SOFA provisions would govern whether any actions may be appropriate to take. Such actions, if any, may be deferred to the period of joint use or to any other reasonable timeframe.

3. During the joint-use period, expenses for operations, maintenance, utilities, and services of the Station shall be shared in accordance with the provisions contained in Appendix I. KIGAM shall assume responsibility for all expenses associated with operations and maintenance of the Station and non-U.S. owned equipment following the joint-use period.

ARTICLE VI SPECIFIC RESPONSIBILITIES OF AFTAC

AFTAC shall:

1. In conjunction with KIGAM, conduct site surveys as required to plan and/or engineer any proposed future AFTAC-provided technical monitoring equipment upgrades at the Station.
2. Provide technical expertise to ensure that the Station continues to meet agreed-upon operations standards as set forth in Appendix II.
3. Upon entry into force of this Agreement, transfer title to nuclear test monitoring equipment and associated equipment (as described in Appendix III) to KIGAM.
4. As appropriate, inspect, test, maintain, repair or replace the equipment referred to in Appendix III.
5. Arrange and fund for transmission of data from KSRS to AFTAC in support of U.S. national requirements.
6. Provide depot-level maintenance and support and assist in performing major maintenance on the supporting technical equipment provided by AFTAC.
7. Train KIGAM personnel in the operation and maintenance of equipment, as mutually agreed. Training may be on site or in the United States. If training is to be accomplished in the United States, AFTAC shall train an initial cadre of up to four (4) technical experts. An additional cadre of technical experts may receive training in the United States at three-year intervals. All expenses for training of KIGAM personnel, to the extent required to satisfy U.S. requirements, shall be borne by AFTAC.
8. During the joint-use period, and thereafter as mutually agreed by the Executive Agents, in accordance with Article V, maintain a liaison team at the Station for as long as U.S.-owned or U.S.-provided equipment remains in place, and designate a chief of that team to coordinate AFTAC activities with the KIGAM station manager to ensure optimal use of resources. AFTAC shall pay the

salaries of its liaison team as well as housing and support costs. Members of this liaison team, which may be composed of members of the U.S. Armed Forces or members of the civilian component (as defined in Article I of the SOFA) and/or invited contractors under Article XV of the SOFA) shall be entitled to the rights and protections and subject to the obligations set forth in the SOFA. The status of invited contractors, which should meet the requirements of Article XV of the SOFA, will be granted by the established U.S.-ROK SOFA Joint Committee procedures.

9. Provide and maintain U.S.-owned vehicles for the use of the liaison team at the Station and fund special-purpose vehicles that are necessary to meet AFTAC requirements.

ARTICLE VII SPECIFIC RESPONSIBILITIES OF KIGAM

KIGAM shall:

1. Maintain the real estate on which the Station is located.
2. Provide supporting hardware and utilities, as may be agreed, for the operation and maintenance of the Station.
3. Operate and maintain the Station in accordance with this Agreement and mutually agreed procedures and arrangements.
4. Maintain physical security of all facilities and equipment associated with the Station.
5. Transmit all data recorded at the Station directly to the U.S. National Data Center at AFTAC and the International Data Center in Vienna.
6. In conjunction with AFTAC, conduct site surveys as required to plan and/or engineer any proposed future AFTAC-provided technical monitoring equipment upgrades at the Station.
7. Accept title to equipment for monitoring nuclear test explosions, as well as associated equipment described in Appendix III.
8. Permit AFTAC, or its authorized representatives, unrestricted access to the Station and associated equipment in order to take such measures as the United States considers necessary to inspect, test, maintain, repair or replace the equipment referred to in subparagraph (7).
9. When training of KIGAM personnel by AFTAC is required, provide trainees who have the required technical skills. KIGAM shall also provide a translator to assist the AFTAC training team while providing instruction if KIGAM personnel do not have a working knowledge of the English language.
10. Designate a station manager responsible for the operation and maintenance of the Station and for coordination with the AFTAC liaison team.
11. Provide office space and telephone for the AFTAC liaison team.
12. Be responsible for the following:
 - a. Salaries of KIGAM personnel at the Station.
 - b. Travel costs for KIGAM personnel between the Station and other locations.

c. Utility costs associated with the operation of the Station including electricity, gas, oil, water, sewer and telephone lines, in accordance with the provisions of Appendix I.

d. All costs for installation, repair, maintenance and, as necessary, replacement of equipment installed by KIGAM.

e. Providing and maintaining KIGAM-owned vehicles for the use of KIGAM personnel at the Station and funding for special-purpose vehicles that are necessary for KIGAM requirements.

f. Training for KIGAM personnel (except to the extent required to satisfy U.S. requirements).

ARTICLE VIII FUNDING

1. All activities of each Party under this agreement shall be carried out in accordance with its domestic laws and regulations, and the obligations of the Parties shall be subject to the availability of appropriated funds for such purposes.

2. Each Party shall promptly notify the other if available funds are not adequate to fulfill its obligations under this Agreement. In such event, the Parties shall immediately consult with a view toward continuation of operations on a modified basis.

3. As set forth in Article IV, paragraph 22 of the Comprehensive Test Ban Treaty (CTBT), and the appropriate provisions of the Financial Regulations of the Preparatory Commission, decisions of the Preparatory Commission or any appropriate successor organization, the Parties may submit a request, either independently or jointly, for a reduced assessment to the Preparatory Commission or any appropriate successor organization. Prior to such request, the Parties shall have agreed on the division of funding that each Party shall have contributed toward the establishment/upgrade of the Station, and the Government of the Republic of Korea shall have informed the Preparatory Commission or any appropriate successor organization of the results of such agreements.

ARTICLE IX DOCUMENT SECURITY AND VISITS TO THE STATION

The purpose and operations related to the Station shall be unclassified by the Parties. The Parties shall have full access to the data collected at the Station. After the joint-use period, the Executive Agents shall take appropriate and cooperative measures for U.S. visitors to visit and tour the Station.

ARTICLE X DOCUMENTATION LANGUAGE

All documentation provided in support of this Agreement shall be in English. KIGAM shall be responsible for translating documentation into the Korean language, as necessary.

**ARTICLE XI
CUSTOMS AND DUTIES**

All materials, supplies and equipment imported to fulfill AFTAC's responsibilities under Article VI shall be permitted entry into the Republic of Korea in accordance with the SOFA.

**ARTICLE XII
REVIEW**

This Agreement shall be reviewed at five-year intervals after entry into force.

**ARTICLE XIII
DISPUTE SETTLEMENT PROCEDURES**

Any disagreement or dispute arising out of the interpretation, application or implementation of this Agreement shall be resolved solely through consultation between the Executive Agents or consultations between the Parties.

**ARTICLE XIV
ENTRY INTO FORCE, DURATION, AMENDMENT AND TERMINATION**

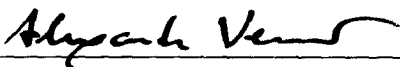
1. This Agreement and Appendices I through III, which are an integral part hereof, shall enter into force upon exchange of written notification by the Parties that this Agreement has been approved in accordance with their respective domestic legal procedures.
2. This Agreement may be amended in writing by the Parties. Amendments shall enter into force upon the exchange of diplomatic notes confirming that all relevant domestic legal requirements have been fulfilled.
3. This Agreement shall remain in effect until terminated at any time by written agreement between the Parties or upon either Party giving written notification to the other Party of such termination six (6) months in advance.

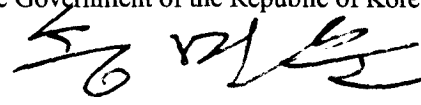
In witness whereof, the undersigned, duly authorized by their respective Governments, have signed this Agreement.

Done in duplicate at Seoul on this 22nd day of December, 2006, in the English and Korean languages, both texts being equally authentic.

For the Government of the United States of America

For the Government of the Republic of Korea





APPENDIX I

1. Purpose: This Appendix covers the broad administrative procedures that shall govern operation of the Station by the Executive Agents (KIGAM and AFTAC) during the joint-use period and following return to the Republic of Korea. This Appendix also covers general provisions relative to sharing the expenses of utilities and services that may be provided by the United States for the operation of the Station.

2. Responsibilities

a. Upon signature of this Agreement, the Parties shall take appropriate steps to initiate necessary action through the U.S.-ROK SOFA Joint Committee to convert the Station from U.S.-exclusive use to U.S.-ROK joint use. Following agreed notification that the joint-use period will end, necessary action will be initiated through the U.S.-ROK SOFA Joint Committee to return the Station, except U.S.-owned equipment, to the Republic of Korea. The Parties agree that conversion to joint-use of the U.S.-exclusive-use facilities and areas that comprise the Station shall not interfere with the purposes for which adjacent U.S.-exclusive-use facilities and areas are normally used.

b. ROK personnel assigned to or visiting the Station, at Wonju Air Station, within the boundaries of USFK Camp Long, will abide by U.S. military rules and regulations, and the policies of the U.S. military commander of Camp Long, a USFK military installation, while on Camp Long in transit to and from the Station.

c. During the joint-use period, KIGAM and AFTAC shall share, in equitable and fair proportions, the costs of all utilities and services, and infrastructure support for the Station and its arrays.

d. Upon signature of this Agreement, the Executive Agents shall develop implementing arrangements to define those specific costs to be borne by each Party to arrive at a proportionally fair and equitable distribution of operation and maintenance costs during the joint-use period. Each Party shall make arrangements for direct payment of its respective costs.

e. Following the joint-use period, when KIGAM shall have responsibility for the Station, KIGAM shall be responsible for the costs of all utilities and services, including emergency fire-fighting and medical services. All support provided by the USFK shall be on a reimbursable basis.

f. Specific details regarding the utilities and services that may be provided to the Station after the joint-use period, and the detailed procedures for reimbursement for such utilities and services, will be negotiated pursuant to the U.S.-ROK SOFA.

APPENDIX II

The Station shall be operated and maintained in accordance with the "Operational Manual for Seismological Monitoring and the International Exchange of Seismological Data," and with mutually agreed standards and procedures as set forth in an Implementing Arrangement to this Agreement.

APPENDIX III
Seismic Station Equipment for the Korean Seismic Research Station (KSRS)

All quantities of one, unless otherwise indicated:

Seismometer, broadband KS-54000 (7)
Seismometer, short-period model 23900 (19)
Weather data acquisition system
Seismic Data Acquisition System (SDAS) sensor subsystems (27)
Seismometer interconnect cabling (26)
Power distribution system (7)
Intrasite cable system
Intrasite radio system
Radio towers (3)
Photovoltaic power system (2)
Seismic station controller rack and ancillary equipment
Workstation and monitor (2)
Uninterruptible power supply
Backup power generator and cabling
Test equipment
Spares